



SMALL TOWN, BIG BEACH™

Requisition #2016-1122

## Disaster Recovery Assistance Following a Natural or Manmade Disaster

ISSUED BY THE CITY OF GULF SHORES

Proposals to be submitted before: November 22, 2016 by 10:00 a.m.

Return to:

U.S. Postal Service

City of Gulf Shores  
Attn: Purchasing Officer  
P.O. Box 299  
Gulf Shores, Alabama 36547

Courier (UPS, FedEx, Hand Delivery)

City of Gulf Shores  
Attn: Purchasing Officer  
1905 West 1<sup>st</sup> Street  
Gulf Shores, Alabama 36542

## **Notice to Proposers**

**Requisition #2016-1122**

### **Request for Proposal**

#### **Pre-Event Disaster Recovery Assistance**

The City of Gulf Shores (**CITY**), is requesting proposals from qualified individuals/firms for the clean up, demolition, removal, reduction and disposal of debris as directed by the **CITY** in order to provide disaster recovery services. There is no immediate cost to the **CITY** as this is a pre-event solicitation. This shall be a one (1) year contract utilized on an "as needed" basis with automatic renewal for two additional (1) year periods for a total contract maximum of three (3) years.

Those individual/firms interested in being considered for this project are instructed to submit one (1) original and four (4) copies of their proposals pertinent to this project prior to 10:00 AM on November 22, 2016 to the Gulf Shores' Purchasing Officer at 1905 West 1<sup>st</sup> Street, Gulf Shores, AL 36547. Qualified responses will be reviewed and ranked by an evaluation committee. Those firms short-listed may be selected for interviews and shall be prepared to make scheduled presentation to a pre-appointed evaluation committee, if required.

Evaluation criteria will include but not be limited to: compliance with submission requirements; qualifications of proposer to meet the **City's** objectives; whether the proposed services meet the **City's** objectives; if the overall approach has been adequately and technically addressed; and the proposed fee.

## I. Scope of Work

The **CITY** is requesting proposals from experienced firms to enter into a pre-event contract at no immediate cost to the **CITY** for the following services. Contractors shall provide clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the **CITY** in order to eliminate immediate threats to the public health and safety in accordance with the guidelines set for by **CITY's Debris Management Plan**, BCEMA, AEMA & FEMA. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance to **CITY** officials. One or more proposers may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. This shall be a one (1) year contract utilized on an "as needed" basis with automatic renewal for two additional (1) year periods for a maximum of three (3) years.

*The work to be undertaken includes, but is not limited to:*

- a. Emergency Road Clearance: Removal of debris from the primary transportation routes as directed by the **CITY**.
- b. Debris Removal from Public Property: Removal of debris from public rights of way. Removal of debris beyond public rights of way as necessary to abate imminent and/or significant threats to the public health and safety of the community.
- c. Debris Removal from Private Property: Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the **CITY**, will accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.
- d. Debris Removal from Rights of Way (ROW) with FHWA Requirements: Federal-Aid Requirements of the Federal Highway Administration's Form **FHWA-1273** titled *"Required Contract Provisions - Federal-Aid Construction Contracts"* and *FEMA FACT SHEET 9580.214, "Debris Removal on Federal-Aid Highways"*, shall apply to all work performed by the Contractor or any of its Subcontractors.
- e. Sand reclamation shall consist of clearing, sifting and returning clean sand to the beach from public rights-of-way (ROW) and private property using accesses designated by the City. No reclaimed sand shall be removed from private property without written consent from FEMA. In addition, the Contractor must also have a Right of Entry (ROE) permit before entering private property for sand reclamation. The City will obtain the Right of Entry permits and provide them to the Contractor. Additionally, the Contractor must have City Development permits issued by the U.S. Fish and Wildlife Service or the City, to enter property which has been designated as Alabama Beach Mouse Habitat. The Contractor shall request any Right of Entry or Development Permit at least five working days in advance of the need for such permits.

- f. Contractor shall reclaim and clean beach quality sand washed overland onto public property, including highway and street rights-of-way and onto private property, by loading, hauling, sifting and disposal of sifted debris as directed by the City Representative. Contractor shall remove sand down to existing vegetation and no further and shall not remove gravel from driveways. Beach Mouse Exclusion Zones shall be marked by the City's designated biologist on each lot and area designated for sand removal before Contractor removes any sand. Beach sand located in the rights-of-way will be removed, sifted to remove foreign materials, and returned to the beach as directed by the City Representative. The City Representative will account for the cubic yards of debris laden sand hauled to sifter using Load Tickets. Sand contaminated with chemicals, gasoline, oils, or other solvents shall be separated, contained by the Contractor and transported to the City's Hazmat Disposal Site, as directed by the City Representative. Sifters shall be tracked, self-propelled machines capable of moving on the beach from site to site and shall be equipped with 1/8" stainless steel slotted screens as the final screening device in each sifter. Each sifter shall be capable of sifting a minimum of 250 cubic yards per hour under normal operating conditions, as determined by the City Representative. The disposal cost of debris separated from reclaimed sand shall be included in the unit price per cubic yard for Vegetative and C&D Debris Removal.
- g. Sifted sand will be collected at the sifter, evenly distributed along the beach and shaped to match the pre-disaster beach profile. The City Representative will account for the cubic yards of sand hauled to beach from the sifter using Load Tickets. A survey of the pre-disaster beach profile will be provided by the City. The City will provide daily before and after sand placement surveys to verify that the Contractor has met the pre-disaster beach profile. The Contractor shall not move to another designated work area until receiving approval from the City Representative. All labor, materials and equipment necessary to collect sifted sand, haul, spread and shape to pre-disaster profile shall be included in the cost per cubic yard.
- h. The restoration on the rights-of-way to a reasonably undamaged, clean condition shall be accomplished through landscape raking of the rights-of-way and shall be paid for on a cost per acre basis. The disposal cost of raked debris shall be included in the unit price per acre. The City Representative shall determine which areas shall be raked.
- i. The Contractor shall remove medium to large sized debris from the beach using beach rake capable of raking to a depth of 24" with a maximum tine spacing of 12" on center as directed by the City Representative. The Contractor shall be paid on cost per acre and shall include all labor, materials, equipment and disposal of raked debris in the unit price per acre.
- j. The Contractor shall remove small sized debris from the beach using a tractor-towed (or equivalent) beach sifter capable of sifting to a depth of 8" with a maximum screen size of 3/8" as directed by the City Representative. The Contractor shall be paid on cost per acre and shall include all labor, materials, equipment and disposal of sifted debris in the unit price per acre.

- k. Debris Management Sites (DMS), formally known as Temporary Staging and Reduction Sites (TDSRS): The Contractor will prepare and maintain a sufficient number of DMS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.

All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the **City**. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

- l. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the CITY in accordance with all applicable Federal, State and local laws, standards and regulations.
- m. Demolition of Hazardous or Condemned Structures that are a hazard to public health.
- n. Debris Disposal: Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations.
- o. Documentation and Inspections: Storm debris shall be subject to inspection by the **CITY**. Inspections will be to insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the **CITY** access to all work sites and disposal areas. The Contractor and the **CITY** will have in place at the DMS, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS's. The Contractor will assist the **CITY** in preparation of the Federal, (FEMA), and State reports for any potential reimbursement through the training of **CITY** employees and the review of documentation prior to submittal. The Contractor will work closely with the State Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documentation is appropriately addressed.
- p. Work Sites: The CITY will establish and approve all sites that the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. This condition of the work site shall be equal to or better than the original condition of the site.
- q. White goods: The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- r. Hazardous Stumps: The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the **CITY**. Stumps will be approved for

removal by FEMA under FEMA guidelines. Documentation before, during and after stump removal must be according to FEMA 325 Guidelines, Hazardous Stump Policy.

- s. Clean Fill Dirt: The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the **CITY**. This clean fill dirt shall be compacted as directed by the **CITY**.
- t. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal:
  - 1. Maintain documentation of recovery process
  - 2. Provide written and oral status as requested by the **CITY**
  - 3. Review documentation for accuracy and quantity
  - 4. Assist in preparation of claim documentation for FEMA reimbursement

These costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments I & II). Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

## **II. Administrator**

The **CITY's** Public Works Director (or) his designee will be the Contract Administrator for this project.

## **III. The City's Selection Committee**

Proposals will be reviewed and ranked by a **CITY** appointed evaluation committee. Those firms short-listed may be selected for interviews and shall be prepared to make a scheduled presentation to a pre-appointed evaluation committee or City Council, if required.

All communications regarding this project, including questions related to this Request for Proposal, shall be submitted in writing via email to the Public Works Director by 3:00 p.m. on November 15, 2016, to:

**macreman@gulfshoresal.gov**

#### IV. Submission Requirements

- a. To be considered submit one (1) original and four (4) complete copies in an 8.5" by 11" format.
- b. Submission Deadline and Location: Proposals must be submitted to the **CITY's** Purchasing Officer at the address listed below by 10:00 a.m. on November 22, 2016.

U.S. Postal Service

City of Gulf Shores  
Attn: Purchasing Officer  
P.O. Box 299  
Gulf Shores, Alabama 36547

Courier (UPS, FedEx, etc.)

City of Gulf Shores  
Attn: Purchasing Officer  
1905 West 1<sup>st</sup> Street  
Gulf Shores, Alabama 36542

Envelopes must be sealed and legibly marked with the following information: Contractor's License No., Contractor's Name and Address, and "PROPOSAL FOR CITY OF GULF SHORES – DISASTER RECOVERY ASSISTANCE."

- c. Required Information:

*Please submit the following information in the order requested:*

1. Name, address, phone number, fax number, and e-mail address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm. Use attached "Contractor Information Form."
2. The proposer's qualifications to meet the **CITY's** objectives and perform tasks listed in the proposal. This shall include the size of the firm, office location from which the service is being performed and a list of project personnel and equipment available.
3. List of all disaster specific experience within the last five (5) years, including project description, client name, contact person, email and phone number.
4. Indicate and list any pending legal actions.
5. A debris management and operations plan applicable for the scope of work.
6. References:
  - a. Minimum three letters of reference.
  - b. Letter from Surety Company indicating Bonding Capacity.
7. Pricing per Attachment I and Attachment II:
  - a. Pricing per Attachment I for Debris Removal, Reduction and Disposal
  - b. Equipment pricing per Attachment II for first 72 hours for Clearance. This is the only time that FEMA acknowledges hourly rates.

## **V. Limitations**

- A. This request does not commit the **CITY** to the award of a contract, or to pay any costs incurred in the preparation for a response to this request.
- B. The **CITY** may or may not require the prospective proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
- C. The **CITY** reserves the right to reject any or all proposals, to waive informalities, to request additional information, and to award a contract deemed most advantageous for the **CITY**.

## **VI. Minimum Requirements of Proposer:**

- A. Proposals shall be considered only from firms normally engaged in performing the type of work specified with this Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the Evaluation Selection Committee shall determine whether the evidence of responsibility and ability to perform is satisfactory. The Evaluation Committee reserves the right to reject any or all proposals.
- B. All contractors submitting proposals in excess of Fifty Thousand Dollars (\$50,000) must be licensed Contractors in the State of Alabama and must state their License Number in their Proposal. Contracts less than Fifty Thousand Dollars (\$50,000) will not require a General Contractor's License; however, all other requirements shall remain the same.
- C. Previous experience in the performance of projects of a similar nature sufficient to ensure timely and efficient completion of any disaster project.
- D. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required with a reasonable time.
- E. The proposer shall be an equal employment opportunity employer and shall adhere to any local, state, or federal affirmative action requirements.
- F. A cashier's check or proposal bond payable to the City of Gulf Shores in the amount of \$10,000 must accompany the proposal. Upon activation of contract, successful contractor shall provide payment and performance bonds. Performance bond will be required as follows: 100% of the contract price. Labor and material (payment) bond will be required as follows: 50% of the contract price.



## **VII. Criteria for Evaluation and Award**

The successful Proposer will be selected based upon the best response offered to the **CITY**. Proposers may be requested to give an oral presentation after submission of responses, should the **CITY** find it necessary to determine which is the best received.

Evaluation Criteria: Submitted proposals will be evaluated and scored on the following criteria:

<b>Criteria</b>	<b>Points Assigned</b>
Qualifications	20
Experience/Past Performance	20
Available Resources	15
Subcontractor Participation	10
Managerial & Operations Plan	15
References	10
Price Proposals	10
<b>VII. Total Points</b>	<b>100</b>

## **VIII. Incurred Expenses**

The **CITY** is not responsible for any expenses, which proposers may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs with travel, accommodations, interviews, or presentations of proposals.

## PROPOSER INFORMATION FORM

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Alabama General Contractor's License No.: \_\_\_\_\_

The proposer acknowledges receipt of the following addenda covering revisions to the proposal documents, and states that the costs, if any, of such revisions have been included in the base proposal and other prices quoted herein:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Note: If no addenda have been received, write in "none."

I have reviewed all of the general information and specifications in the RFP, have contacted the City regarding any needed clarifications, and submit this proposal with a full understanding of the specifications.

If selected by the City as the Contractor, I agree to abide by the terms and conditions specified in this RFP.

Company Officer Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

The undersigned proposer in accordance with the requirements set forth within this Disaster Recovery Assistance Proposal, Requisition #2016-1122, dated \_\_\_\_\_, 2016, hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
PROPOSER'S SIGNATURE

\_\_\_\_\_  
DATE

## ANTI-COLLUSION AFFIDAVIT

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

CITY OF \_\_\_\_\_, being first duly sworn deposes and says that:

1. He/she is the \_\_\_\_\_ of attached proposal;
2. He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not collusive or sham proposal;
4. Neither the said proposer, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other proposer, firm or person to submit collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix any overhead, profit, or cost element of the proposal price of any other proposer to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY**, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (NAME, TITLE)

Subscribed and sworn to before me,

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

County of \_\_\_\_\_, AL

My Commission expires \_\_\_\_\_

## ATTACHMENT I - FEE SCHEDULE

### DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)	NA	NA
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites(DMS/TDSRS) or other disposal sites (NOTE 1 & 6)		CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 6)		CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)		CY
5	Vegetative and C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2 , 3 & 7)		CY
6	Management of DMS/TDSRS (NOTE 4)		CY
7	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal		CY
8	Grinding or consolidation of C&D debris at DMS/TSDRS		CY
9	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal		CY
10	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal		CY
11	Sand Removal from Public Property (Right-of-Way) and Hauling to beach sifting site (NOTES 1 & 6)		CY
12	Sand Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and Hauling to beach sifting site (NOTE 1 & 6)		CY
13	Rake Beach, 24" Depth, Maximum 12" Tooth Spacing		ACRE
14	Clean Beach, 8" Depth, 3/8" Square Maximum Screen Size		ACRE
15	Shifting, Hauling and Shaping Sand to Pre-Storm Profile on Beach (NOTE 1&7)		CY
16	Pick Up and Haul of White Goods to Site within <b>CITY</b>		UNIT
17	Pick Up and Disposal of Hazardous Material		LB
18	Freon Management and Recycling		UNIT
19	Dead Animal Collection, Transportation and Disposal		LB
<b>Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site - (NOTE 6)</b>			
20	24 inch diameter to 47.99 inch diameter		STUMP
21	48 inch diameter and greater		STUMP
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 - 10</b>			

22	Removal of hazardous hanging limbs greater than 2 inches		PER TREE
23	Removal of hazardous standing trees 6" – 12" in diameter		EACH
24	Removal of hazardous standing trees 13" – 24" in diameter		EACH
25	Removal of hazardous standing trees 25" – 36" in diameter		EACH
26	Removal of hazardous standing trees 37" – 48" in diameter		EACH
27	Removal of hazardous standing trees greater than 48" in diameter		EACH
<b>Marine Debris Removal</b>			
28	Canals, bayous and ditches		PER LF
29	Bays and other open waters		PER ACRE
30	Boat removal		PER LF
<b>The following items shall be billed on a time and material basis according to the attached schedules:</b>			
31	Emergency Road Clearance	See Equipment & Labor Rates	

**NOTES:**

1. This price assumes that DMS/TDSRS's , final disposal site or other approved disposal sites are within 10 miles. For all distances, over 10 miles add \_\_\_\_\_ per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of DMS/TDSRS. For all distances, over 30 miles add \_\_\_\_\_ per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge **CITY** at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2–7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

## EXHIBIT A

### Stump Conversion Table Diameter to Volume Capacity

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout different states during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (Inches)	Cubic Yards	Stump Diameter (inches)	Cubic Yards
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	1.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

## ATTACHMENT II - FEE SCHEDULE

### EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	
JD 644 Wheel Loader with debris grapple	Hour	
Extendaboom Forklift with debris grapple	Hour	
753 Bobcat Skid Steer Loader with debris grapple	Hour	
753 Bobcat Skid Steer Loader with bucket	Hour	
753 Bobcat Skid Steer Loader with street Sweeper	Hour	
30-50 HP Farm Tractor with box blade or rake	Hour	
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	
3-4 Cu.Yd. Articulated Loader with bucket	Hour	
JD 648E Log Skidder or equivalent	Hour	
CAT D4 Dozer	Hour	
CAT D6 Dozer	Hour	
CAT D8 Dozer	Hour	
CAT 125 – 140 HP Motor Grader	Hour	
JD 690 Trackhoe with debris grapple	Hour	
JD 690 Trackhoe with bucket & thumb	Hour	
Rubber Tired Trackhoe with debris grapple	Hour	
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	
Rubber Tired Excavator with debris grapple	Hour	
210 Prentiss Knuckleboom with debris grapple	Hour	
Self-Loader Scraper Cat 623 or equivalent	Hour	
Hand Fed Debris Chipper	Hour	
300 – 400 Tub Grinder	Hour	
800 – 1,000 HP Diamond Z Tub Grinder	Hour	
30 Ton Crane	Hour	
50 Tone Crane	Hour	
100 Ton Crane (8 hour minimum)	Hour	
40-60' Bucket Truck	Hour	
Service Truck	Hour	
Water Truck	Hour	
Portable Light Plant	Hour	
Equipment Transports	Hour	
Pickup Truck, Unmanned	Hour	
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	
Trailer Dump, 24 – 40 Cu.Yd.	Hour	
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	
Power Screen	Hour	
Stacking Conveyor	Hour	
Off Road Trucks	Hour	



## LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	
Superintendent with truck, phone & radio	Hour	
Foreman with truck, phone & radio	Hour	
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	
Inspector with vehicle, phone & radio	Hour	
Climber with gear	Hour	
Saw Hand with chainsaw	Hour	
Laborers & Flagmen	Hour	
Public Assistance Manager	Hour	
Documentation Clerk	Hour	
Timekeeper	Hour	
HazMat Professional	Hour	
Household HazMat Inspection & Removal Crew	Hour	
Generators from 10 KW to 300 KW		
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	

### Notes:

1. The equipment, labor and material rates shown above are for tasks requested by the **CITY**, which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance.
3. The listed equipment should cover all possible equipment needs following disaster.

## **GENERAL TERMS & CONDITIONS**

- 1.0 Any proposal that is not received by the Office of the Purchasing Officer prior to the deadline date and time set forth will not be considered.
- 2.0 The City reserves the right to: (1) accept or reject any and all proposals, and to waive any technicalities or irregularities involving any proposal; (2) negotiate Agreement terms with the Proposer(s); (3) disregard all nonconforming, non-responsive or conditional proposals; and (4) reject the responses that do not meet the City's satisfaction.
  - 2.1 The City reserves the right to accept any proposal it deems to be in its best interest.
  - 2.2 The City may choose not to make any award, to award all components to one contractor, or to combine contractors and services as it sees fit.
  - 2.3 The City is not obligated to accept the lowest priced or the most technologically advanced proposal.
- 3.0 During the evaluation process, the City reserves the right to request additional information or clarifications from those submitting proposals, and to allow corrections of errors and/or omissions.
- 4.0 Submission of a proposal indicates acceptance by the Proposer submitting the proposal of the terms, conditions, and specifications contained in this RFP.
- 5.0 The City will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The City reserves the right to select the Contractor that will best meet the needs of the City. Proposers and/or proposals that do not meet the stated requirements will be considered in noncompliance and will be disqualified unless the City waives such noncompliance.
- 6.0 No proposal may be withdrawn for a period of ninety (90) days after the deadline set for receipt of proposals.
- 7.0 All Proposers shall acknowledge receipt of any addenda to this RFP. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this RFP shall be issued only by the City in writing.
- 8.0 Under penalty of perjury, the Proposer certifies by signature and submission of proposal:
  - 8.1 The Proposer has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the Agreement. The City may, by written notice to a Proposer, cancel any award under this RFP if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing an order or other favorable treatment with respect to this RFP; and
  - 8.2 The proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other proposer of materials, supplies, equipment, or services for the type described in the RFP; and
  - 8.3 The contents of this proposal have not been communicated by the Proposer; or to his /her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Proposer.
- 9.0 This RFP, any addenda distributed by the City, and the Contractor's response to the RFP shall become part of the contractual obligation and incorporated by reference into the ensuing Agreement(s). The requirements of the RFP shall take precedence over any conflicting language that may be present in any Agreement between the City and the Contractor.

- 10.0 All proposals become property of the City and will not be returned to the Proposer.
- 11.0 Each proposal and any clarifications to that proposal shall be signed by an officer of the Proposer or a designated agent empowered to bind the Proposer in an Agreement.
- 12.0 **The Proposer is responsible for proposing their best, most competitive pricing in the initial proposal, as opportunity to negotiate or resubmit pricing may not be offered at a later time.**
- 13.0 The City is exempt from taxes. No charge will be allowed for federal, state, or municipal sales and excise taxes.
- 14.0 Contractor agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments, including but not limited to those for personal injury, bodily injury, property damage, and/or death arising solely out of Contractor's or any of its agents, servants, and/or employees' negligent acts, and/or failure to act in the performance of this Agreement. Neither acceptance of the completed work nor payment therefore shall release Contractor of its obligation under this paragraph.
- 15.0 Neither party will be held responsible for nonperformance or delay caused by acts of God, natural disasters, vandalism, war, or other conditions beyond its control. Contractor shall be held accountable for manufacturer's delays in providing equipment or services proposed under this Agreement.
- 16.0 This Agreement may be amended, at any time, by mutual consent of the parties. Any amendment must be in writing and signed by authorized representatives.
- 17.0 The entire Agreement between the City and Contractor shall supersede any other verbal or written agreements. The Agreement shall include, in order of precedence, the following: the City's RFP including any addenda, Contractor's response, terms and conditions negotiated before Agreement signing, any other contractual documents.
- 18.0 In cases of default by the Contractor, the City shall provide Contractor with a letter defining the area(s) where performance requirements have not been met. The Contractor shall have thirty (30) days in which to meet the Agreement requirements. If the requirements have not been met after thirty (30) days, the City has the right to cancel the Agreement without penalty. If the Agreement is cancelled due to the Contractor's failure to perform, the City shall pay the Contractor only for materials delivered and/or work performed up to cancellation. The City reserves the right to retain other parties to complete the work required under the Agreement.
- 19.0 Contractor shall be responsible for the performance of its employees, agents, and subcontractors.
- 20.0 Contractor and any subcontractors will be required to obtain a City of Gulf Shores Business License to operate within the City Limits. All applicable State Laws, Municipal Ordinances, and the Rules and Regulations of all authorities have jurisdiction and shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

## **INSURANCE REQUIREMENTS**

Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements as set out below. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Contractor's Pollution Legal Liability, Inland Marine Builder's Risk Insurance, Worker's Compensation, and Commercial Umbrella/Excess Liability before starting the work. Contractor also agrees to undertake the obligation to insure that all subcontractors abide by these same insurance requirements.

The Contractor agrees the insurance requirements herein as well as City's review or acknowledgment is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract. A copy of the policy shall be provided upon request.

### ***Commercial General Liability***

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, X-C-U Coverage, Contractual Liability, Personal Injury and Advertising Injury, Independent Contractors, or Cross Liability.

### ***Business Automobile Liability***

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned, and Hired Automobiles.

### ***Contractor's Pollution Legal Liability***

Contractor agrees to maintain Contractor's Pollution Legal Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. The Contractor agrees the policy shall include a minimum three year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis.

### ***Inland Marine Builder's Risk Insurance***

The Contractor, prior to notice to proceed or commencement of Work, whichever occurs first, agrees to maintain an Inland Marine Builder's Risk Insurance Coverage Form providing coverage to protect the interest of the City, Contractor, subcontractors, and property on or off-premises, which shall become part of the Work.

Coverage shall be written on a Replacement Cost, and Completed Value Form basis in an amount at least equal to one hundred percent (100%) of the ultimate projected completed value of the Work. This policy shall also include Delay Cost coverage for soft costs, which shall at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering, Contractor's overhead and general conditions, and equipment rental. The period of indemnity shall not be less than twelve (12) months and the limit of Delay Cost coverage not be less than ten percent (10%) of the projected completed value of the Work and shall be a scheduled limit on the policy in addition to a scheduled limit for the hard cost coverage. The waiting period for Delay Cost coverage may not exceed thirty (30) days. Collectively, the scheduled soft cost limit and hard cost limit may equal one hundred percent (100%) of the projected value of the Work, unless the builder's risk carrier requires the Delay Cost coverage to be in addition to the one hundred percent (100%) projected value of the Work.

The Contractor agrees to endorse the Inland Marine Builder's Risk insurance with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by City. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the City's interest in the building ceases, or the building is accepted or insured by the City.

### ***Worker's Compensation & Employer's Liability***

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering all workers involved in the Work. (Note: Elective exemptions or coverage through an employee leasing arrangement will violate this requirement.) Subcontractor shall also obtain Employer's Liability insurance with minimum limits of \$1,000,000 Each Accident, \$1,000,000 Disease Policy Limit, and \$1,000,000 Each Employee.

### ***Commercial Umbrella/Excess Liability***

Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence, \$5,000,000 Aggregate. The Contractor agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

### ***Additional Insured Endorsements***

The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage:

- CG2010 10 01 – Additional Insured; Owners, Lessees, or Contractors,
- CG2010 07 04 – Additional Insured; Owners, Lessees, or Contractors; Scheduled Person or Organization endorsement in combination with the additional endorsement of CG2037 10 01 – Additional Insured; Owners, Lessees, or Contractors

Completed Operations shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. (Attach an actual copy of the endorsement(s) – Contact your insurance agent.) The name of the organization endorsed as Additional Insured for all endorsement shall read "City of Gulf Shores."

### ***Deductibles, Coinsurance Penalties & Self-Insured-Retention***

Contractor agrees to be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention expenses; including any loss not covered because of coinsurance penalty, or coverage exclusion or limitation. The Contractor agrees any Self-Insured-Retention or deductible shall not exceed \$25,000. For deductible amounts that exceed this amount, the Contract agrees, when requested by City, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

### ***Waiver of Subrogation***

Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City. If a policy prohibits waiving subrogation rights without an endorsement, the Contractor agrees to endorse it with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which voids coverage if subrogation is waived.

### ***Right to Revise or Reject***

The City reserves the right to revise any insurance requirement based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject and insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage, due to its poor financial condition or failure to operate legally in the State of Alabama. In such events, City shall provide Contractor written notice of such revisions or rejections.

### ***Certificate of Insurance***

Contractor agrees to provide City a Certificate of Insurance evidencing the above coverages. If the Contractor receives a non-renewal or cancellation or other material change notice from an insurance carrier affording coverage required herein, Contractor agrees to notify the City immediately with specifics as to which coverage is no longer in compliance. The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the

City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial Umbrella/Excess Liability, Inland Marine Builder's Risk Insurance, and Commercial General Liability policy as an Additional Insured. Clearly indicate the project name and project number.
2. Clearly indicated Certificate Holder(s) as follows:

Original to: City of Gulf Shores, Alabama  
Attn: Purchasing Officer  
P.O. Box 299  
Gulf Shores, AL 36547  
Fax (251) 968-1470

## **REQUIREMENTS FOR CONTRACTS AND PURCHASES**

Effective January 1, 2012 under the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act," Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

the State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the City of Gulf Shores after January 1, 2012, the Affidavit on the next page of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Renee Eberly, Purchasing Officer, at (251) 968-1443 or via e-mail at [reberly@gulfshoresal.gov](mailto:reberly@gulfshoresal.gov).

**COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED PROPOSAL.**

## AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Gulf Shores, Alabama, I hereby attest that in my capacity as \_\_\_\_\_ (state position) for \_\_\_\_\_ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

**(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)**

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

My Commission Expires: \_\_\_\_\_